

"भारतीय खेल प्राधिकरण (SAI), मुंबई विभाग" या संस्थेस शालेय शिक्षण व क्रीडा विभागाच्या अखत्यारितील आकुर्ली, मालाड व वाढवण येथील ३७ एकर जागा ३० वर्षाकरिता भाडेतत्वावर देणेबाबत.

महाराष्ट्र शासन
शालेय शिक्षण व क्रीडा विभाग
शासन निर्णय क्रमांक:-संकीर्ण-३०२४/प्र.क्र११७/क्रीयुसे-१
मादाम कामा मार्ग, हुतात्मा राजगुरु चौक,
मंत्रालय, विस्तार, मुंबई-४०० ०३२
दि.०३/१०/२०२४

वाचा:- (१) भारतीय खेल प्राधिकरण (SAI), मुंबई विभाग यांचा प्रस्ताव,
दि.०४.०९.२०२४

प्रस्तावना:-

क्रीडा सुविधा निर्माण करण्यासाठी व नॅशनल सेंटर ऑफ एक्सलन्स (NCOE) स्थापन करण्याकरिता या विभागाच्या अखत्यारितील आकुर्ली, मालाड व वाढवण येथील ३७ एकर जागा सामंजस्य करार करून वार्षिक रु.१/- या नाममात्र दराने उपलब्ध करून देण्याची "भारतीय खेल प्राधिकरण (SAI)" या संस्थेची मागणी होती. त्यानुसार "भारतीय खेल प्राधिकरण (SAI), मुंबई विभाग" या संस्थेस आकुर्ली, मालाड व वाढवण येथील ३७ एकर जागा सामंजस्य कराराद्वारे ३० वर्षाकरिता वार्षिक रु.१/- या दराने उपलब्ध करून देण्याची बाब शासनाच्या विचाराधिन होती.

शासन निर्णय:-

भारतीय खेल प्राधिकरण (SAI), मुंबई विभाग" या संस्थेस क्रीडा सुविधा निर्माण करणे व नॅशनल सेंटर ऑफ एक्सलन्स (NCOE) स्थापन करण्याकरिता शालेय शिक्षण व क्रीडा विभागाच्या अखत्यारितील आकुर्ली, मालाड व वाढवण येथील ३७.०० एकर जागेचा ताबा वार्षिक रु.१/-या दराने ३० वर्षाकरिता भाडेतत्वावर देण्यास मान्यता देण्यात येत आहे.

२. "भारतीय खेल प्राधिकरण (SAI), मुंबई विभाग " व क्रीडा विभाग यांच्या दरम्यान सोबतच्या "परिशिष्ट-अ" प्रमाणे सामंजस्य करार करण्यास याद्वारे मान्यता देण्यात येत

आहे. तसेच "भारतीय खेल प्राधिकरण (SAI), मुंबई विभाग " व क्रीडा विभाग यांच्यामध्ये सामंजस्य करार करण्यासाठी या विभागाच्या वतीने आयुक्त, क्रीडा व युवक सेवा संचालनालय यांना प्राधिकृत करण्यात येत आहे.

३. उक्त जागेचा ताबा, हस्तांतरण व वापर याबाबतच्या अटी व शर्ती सामंजस्य करारामध्ये नमूद केल्याप्रमाणे राहतील.

४. सदर शासन निर्णय महसूल व वन विभागाच्या अनौपचारिक संदर्भ क्र.४७९९/ज-३, दि.२५.०९.२०२४ व वित्त विभागाच्या अनौपचारिक संदर्भ क्र.१०८८/व्यय-५, दि.२५.०९.२०२४ अन्वये प्राप्त झालेल्या सहमती, तसेच मंत्रिमंडळाच्या दि.३०.०९.२०२४ रोजी झालेल्या बैठकीतील निर्णयानुसार निर्गमित करण्यात येत आहे.

५. सदर शासन निर्णय महाराष्ट्र शासनाच्या www.maharashtra.gov.in या संकेतस्थळावर उपलब्ध असून त्याचा संकेतांक २०२४१००३१५२५५१०७२१ असा आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने.

(अशोक ह. दमय्यावार)
अवर सचिव, महाराष्ट्र शासन

प्रत,

१. मा.राज्यपाल यांचे प्रधान सचिव,
२. मा.मुख्यमंत्री यांचे प्रधान सचिव
३. मा. उपमुख्यमंत्री (गृह) यांचे प्रधान सचिव
४. मा. उपमुख्यमंत्री (वित्त व नियोजन) यांचे प्रधान सचिव
५. मा.मंत्री (क्रीडा व युवक कल्याण) यांचे खाजगी सचिव,
६. सर्व मा.मंत्री यांचे स्वीय सहायक,
७. सर्व विधान मंडळ सदस्य, महाराष्ट्र राज्य,
८. सर्व अपर मुख्य सचिव/प्रधान सचिव/सचिव, सर्व मंत्रालयीन विभाग,
९. विभागीय आयुक्त, कोकण विभाग
१०. आयुक्त, क्रीडा व युवक सेवा, महाराष्ट्र राज्य, पुणे.
११. जिल्हाधिकारी, मुंबई उपनगर
१२. आयुक्त, बृहन्मुंबई महानगरपालिका,
१३. उप संचालक, क्रीडा व युवक सेवा, मुंबई विभाग
१४. उप महानिदेशक, भारतीय खेल प्राधिकरण, नवी दिल्ली
१५. जिल्हा क्रीडा अधिकारी, मुंबई उपनगर
१६. निवडनस्ती (क्रीयुसे-१)

Annexure –A

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as the “**MoU**”) is made and entered on this _____ day of _____, 2024 (“**Execution Date**”) at _____

BY AND BETWEEN

GOVERNMENT OF MAHARASHTRA through the Sports and Youth Services, Mumbai Division, having its head office at [], represented through its authorized representative, [] (hereinafter referred to as the “**Government of Maharashtra**”, which expression shall where the context so admits, mean and include the Dept. of School Education and Sports, its officials, successor in interest or any other authority as determined by the Government of Maharashtra etc.) of the **FIRST PART**;

AND

SPORTS AUTHORITY OF INDIA an autonomous body established under the Department of Sports, Ministry of Youth Affairs and Sports having its head office at Jawaharlal Nehru Stadium, Gate No. 10, Lodhi Road, New Delhi-110003, represented through its authorized representative, [], Mumbai (hereinafter referred to as “**SAI**”, as the context may require, which expression shall where the context so admits, mean and include its administrators, directors, officers, successors in interests, licensees and permitted assigns) of the **SECOND PART**;

The **Government of Maharashtra** and **SAI** are hereinafter individually referred to as the “**Party**” and collectively as the “**Parties**”, as the context may require.

WHEREAS, the Parties have agreed to enter into this legally binding MoU to establish a framework for cooperation and collaboration in the development, maintenance, and utilization of a land parcel of approximate 37 (thirty-seven) acres situated in Akurli Road, Kandivali East, Mumbai for the promotion and growth of sports activities.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

1. OBJECTIVE

The primary objective of **the MoU** is to facilitate the effective utilization, development, and maintenance of the land parcel of approximate 37 (thirty-seven) acres situated in Akurli Road, Kandivali East, Mumbai (“**Leased Area**”) for sports-related purposes or to establish and operate a National Centre

of Excellence (“NCOE”) on a long-term basis or for the operation of any other scheme of SAI with the aim to promote sports in Maharashtra and foster collaboration between the Government of Maharashtra and SAI.

2. SCOPE

i. (1) Utilization of the Leased Area:

i. The Government of Maharashtra agrees to allocate the Leased Area to SAI for a period of 30 (thirty) years with effect from the Execution Date (“**Lease Term**”);

ii. The Leased Area is intended to be utilized by SAI during the Lease Term for the development of sports infrastructure, its operation, maintenance, and optimum utilization by appointment of operators/agencies, including but not limited to play fields, hostel buildings, multipurpose indoor hall, administrative block, sports training centers, staff quarters, and other related allied sports facilities as it may deem fit;

ii. (2) Handover of Leased Area

i. The Government of Maharashtra shall hand over the Leased Area to SAI within 7 (seven) days from the Execution Date of Lease Document;

ii. A formal handing and taking over of document of pertaining to the Leased Area providing full details, will be jointly prepared and executed by the representatives of the Government of Maharashtra and the representative of SAI hereunder, at a mutually agreed date and time however, within 7 (seven) days of the Execution Date of Lease Document. The master plan, geographical location and architectural layout of the Leased Area is set out in detail under **Annexure-A** of the MoU.

iii.

iv. (3) Responsibilities of SAI:

During the Lease Term, it will be the responsibility of SAI to do the following:

i. SAI shall itself and/or by appointment of operators/agencies, construct and maintain sports infrastructure, including but not limited to play fields, hostel buildings, multipurpose indoor hall, administrative block, sports field/facilities for imparting coaching and other facilities as it may deem fit. SAI shall make arrangements for furnishing the living area by providing necessary cots and upholstery etc.;

ii. SAI shall, as may be applicable, provide necessary equipment, consumables, coaching support to the athletes/teams of the NCOE who demonstrate potential for high performance in their respective sports. The complete and detailed record of the progress and performance of the athletes shall be maintained at the NCOE;

- iii. It will be in the absolute discretion of SAI to introduce, add or delete any discipline and to determine the number of athletes;
- iv. The selection criteria shall be applicable as per the approved sports promotional scheme of SAI;
- v. SAI can hire, at its own discretion the services of a third party for maintenance, operation, housekeeping or any other service required to manage/run a part or the whole of the sports facilities created in the Leased Area on self-sustainable mode. SAI may sub-contract the operation and management of any and/or all facilities in the Leased Area and all such sub-contracts shall be coterminous with **the lease**;
- vi. SAI shall be responsible for maintaining, developing and upgrading the facilities in the Leased Area;
- vii. SAI shall introduce sports promotional scheme(s) as and when required. SAI will have the right to create/upgrade the infrastructure from time to time at its own cost or through CSR Partner/Private Partner. SAI acknowledges and agrees that it shall not sub-lease, transfer, or alienate the demised land in whole or in part, to any third party without the prior written consent of Government of Maharashtra;
- viii. The recurring expenditure shall be borne by SAI, including disposal of waste, telephone, water supply charges, electricity etc.;
- ix. SAI shall be responsible for payment of all taxes related to the Leased Area and the fixed assets present in the Leased Area such as property tax, local taxes etc;
- x. SAI shall remain responsible for deployment of coaches, playing kits, and sports equipment for training of the athletes of the NCOE;
- xi. SAI shall pay an annual nominal rent of **Re. 1/- (Re. One only)** to the Government of Maharashtra for the proposed Leased Area with effect from the date of handing over the possession of the Leased Area. The annual rent is required to be paid in advance for each year of the Lease Term, at the beginning of the respective year;
- xii. SAI shall be entitled to frame rules for administrative control and day-to-day management of the facilities at the Leased Area;
- xiii. The infrastructure in existence shall always remain in the possession and administrative control of SAI;
- xiv. SAI shall maintain the Leased Area in proper and clear condition;

xv. SAI shall have the complete rights to dismantle, demolish any structure within the Leased Area, which is old and beyond repair after due process like structure stability report/ structural audit, etc., for construction, up-gradation and renovation. For the avoidance of any doubt, SAI shall not be responsible to restore the Leased Area as per the original allotment at the time of termination or at the end of the Lease Term;

xvi. SAI shall have the full discretion to:

- a) Run the sports facility as NCOE or STC (SAI Training Centre) scheme and/or any other scheme;
- b) To add or remove any sports discipline;
- c) To increase or decrease the number of athletes to be trained;
- d) To operate the facilities on come and play basis;

v. (4) Responsibilities of Government of Maharashtra:

- i. The Government of Maharashtra shall hand over the Leased Area to SAI as is where is basis. However, SAI reserves the right to conduct a detailed survey of the Leased Area. If any encroachment, encumbrances, or legal impediments are found, the Government of Maharashtra shall be responsible for their removal prior to handing over possession;
- ii. The Government of Maharashtra shall be responsible for handing over the Leased Area to SAI within 7 (seven) days from the Execution Date of Lease Document;
- iii. The Government of Maharashtra will assist SAI for providing water, electricity, sanitation and other basic facilities. However, all expenses including the recurring expenses/fee, shall be borne by SAI;
- iv. The Government of Maharashtra will assist SAI for obtaining all necessary permissions/ licenses/ approvals for SAI to operate and manage the Leased Area for the desired purposes as per the terms of this MoU.;
- v. The Government of Maharashtra shall conduct detailed survey/mapping of the Leased Area such that any encroachment/encumbrance/legal impediments are removed, and free land is handed over to SAI. Concurrently.
- vi. The Government of Maharashtra shall relocate the District Sports Office (DSO), Mumbai, sub-urban district office from the Leased Area to an alternative location outside the Leased Area. However, DSO, Mumbai Suburban shall remain at its place till alternate arrangements are done and the same shall not exceed the period of one (01) year from the date of signing of Lease Document.

vi. (5) Ownership and Usage of the Leased Area:

The ownership of the Leased Area shall vest in the Government of Maharashtra, with SAI having the administrative control and the exclusive right to develop the same for sports-related purposes as per the terms of

the lease. Further, SAI shall have the full rights to operate, maintain and conduct repairs, as necessary, on the Leased Area for sports-related activities and events. Further, SAI shall make available sports facilities developed at leased area for Sports Competitions, Camps and any related activities to be conducted by Government of Maharashtra, with prior intimation. However, such use by the Government of Maharashtra shall not interfere with the regular activities, events, or operations of SAI, and shall be subject to the availability of facilities. Moreover, the Govt. of Maharashtra shall bear the cost of consumables as per their usage;

vii. **(6) Compliance and Clearances for the Leased Area:** The Government of Maharashtra agrees to provide necessary assistance and cooperation to SAI, including obtaining requisite clearances, permissions and land free from encroachment to facilitate the development process in the Leased Area as outlined in **the lease**.

viii. **(7) Preservation of Environment:**

The trees and plants, if any, standing in the land of the Leased Area as far as practicable be preserved by SAI. SAI, however, will be entitled to remove such trees and plants after obtaining Competent Tree Authority's prior permission, for construction of buildings or for formulation of roads and for laying play-fields as per the master plan of the Leased Area, details of which are set forth in Annexure-A. Further, Government of Maharashtra shall facilitate and expedite the process for obtaining the necessary permissions from the Competent Tree Authority;

ix. **(8) End of Lease Term:**

At the expiration or sooner determination of the said terms, SAI shall have the option for requesting for renewal/extension of the Lease, on the same terms and conditions.

A) In the event of SAI deciding not to continue with the utilization of the Leased Area, then SAI shall handover the leased land with all structures/buildings, fixtures built on the Leased Area as is where is to the Government of Maharashtra free of cost.

B) In the event of State Government deciding not to continue with the lease agreement, State Govt. shall purchase the structures/buildings, fixtures built on the Leased Area by SAI for a price to be mutually agreed between the Parties. In the event of any disagreement between the Parties regarding the price, the valuation of the structures and buildings on the Leased Area shall be made by the Government of India and shall bind on both the Parties.

3. TERM AND TERMINATION

3.1 Term

i. **The lease** shall be effective from the Execution Date and shall remain in force for a period of 30 (thirty) years ("**Lease Term**"), unless otherwise extended.

- ii. The terms and conditions of any extension shall be negotiated and agreed upon by both Parties in good faith, and such extension shall only be effective upon the execution of an extension agreement, based on the same or revised terms and conditions as mutually agreed between the Parties.

3.2 Termination

- i. Either Party shall have the right to terminate the lease against the other Party if a Party is in default of performance of any of its obligations under the lease and such breach of obligations is not remedied by the defaulting Party within reasonable remedy period.
- ii. The lease and the obligation of the Parties hereunder, may be terminated at any time upon mutual written agreement between the Parties.
- iii. Termination shall be without prejudice to any rights or obligations accrued prior to the effective date of termination.

4. INDEMNIFICATION

- i. SAI shall be solely liable for any actions, proceedings, or complaints initiated by any person, complaint, or authority related to the operation of the sports facility. SAI agrees to indemnify and hold the Government of Maharashtra harmless from and against any claims, demands, actions, or liabilities arising out of any act or omission by SAI under the lease.
- ii. The Government of Maharashtra acknowledges and agrees to indemnify, defend, and hold harmless SAI and its officials, employees, and agents from any claims, demands, actions, or liabilities arising out of any act or omission by the Government of Maharashtra.
- iii. In the event of early termination by the Government of Maharashtra before completion of the Lease Term, the Government of Maharashtra shall indemnify SAI for the depreciated cost of infrastructure developed/created by SAI.

- i. In no event shall SAI be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of business, or loss of data, even if SAI has been advised of the possibility of such damages.

5. REPRESENTATIONS AND WARRANTIES

The Parties hereby represent, warrant and undertake as follows:

- i. that they have the full right, power and authority to enter into, execute and deliver the lease and to perform their obligations hereunder;
- ii. that they are not aware of any impediment or restriction which does or might impair or restrict the performance of their obligations under the lease;

- iii. that they shall comply to all applicable laws while performing their obligations under the lease;
- iv. that there are no actions, suits or proceedings pending or, to the best knowledge of the Parties, before any court, tribunal or governmental body, agency, authority or other instrumentality which might substantially and adversely affect their ability to perform its obligations under the lease.

6. FORCE MAJEURE

- i. Notwithstanding anything contained in Clause 4 (Indemnification), neither Party hereto shall be deemed in default hereunder or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the terms of the lease due to any causes beyond its reasonable control to the extent that such delay or non-performance is due to any force majeure, which causes include but are not limited to, acts of God or the public enemy; riots and insurrections, war, accidents, fire, power shortages, malfunctions or failures in telecommunication or IT services or breakdown of other infrastructures / power supply, strikes and other labor difficulties (whether or not the Party hereto is in a position to concede to such demands), embargoes, epidemic, pandemic (including COVID-19), judicial action, change in applicable law, lack of or inability to obtain labor, energy or components, acts of civil or military authorities (**“Force Majeure Event”**);
- ii. The failure or delay of either Party to perform any obligations under the lease solely by reason of Force Majeure Event shall not be deemed to be a breach of the lease; provided, that the Party, shall have used reasonable diligence to avoid such Force Majeure or ameliorate its effects, and shall continue to take all actions within its power to comply as fully as possible with the terms and conditions of the lease;
- iii. Except where the nature of the event shall prevent it from doing so, the Party suffering such Force Majeure Event shall notify the other Party in writing within fourteen (14) days after the occurrence of such Force Majeure Event and shall in every instance, to the extent reasonable and lawful under the circumstances, use its best efforts to remove or remedy such cause with all reasonable dispatch;
- iv. If the event of Force Majeure Event persists for a consecutive period of more than six (6) months, then the Parties shall endeavor to agree on a course of action mutually acceptable to the Parties.

7. CONFIDENTIALITY:

- i. Both Parties acknowledge that, in the course of implementing the lease, they may come into possession of confidential information belonging to the other Party. **“Confidential Information”** shall include, but not be limited to, the terms and conditions of the lease, proprietary business information, financial data, trade secrets, technical data, strategic plans, intellectual property rights (which expression shall include without limitation know-how, business plans and ideas) belonging to or developed by either of the Party, and any other information identified as confidential and disclosed by one Party (**“Disclosing Party”**) to the other Party (**“Receiving Party”**)’

ii. Both the Parties agree to treat all Confidential Information exchanged during the collaboration as strictly confidential and shall take all reasonable measures to prevent unauthorized disclosure or use;

iii. Each Party agrees not to disclose, reproduce, distribute, or otherwise disseminate the Confidential Information of the other Party to any third party without the express written consent of the Disclosing Party unless required by law or any governmental or other regulatory authority to be disclosed or by the order of a court of competent jurisdiction. Both Parties commit to using the Confidential Information solely for the purpose of implementing and fulfilling the objectives outlined in the lease.;

iv. The confidentiality obligations herein shall survive the termination or expiration of the lease for a period of one (1) year.

8. WAIVER: The failure at any time of any Party to demand strict performance from the other Party of any of the terms, covenants or conditions set forth herein the lease shall not be construed as a continuing waiver or relinquishment thereof, and any Party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions.

9. NOTICE: All notices and statements provided under the lease shall be in writing and shall be deemed received if sent by email, courier (including any internationally recognized reliable express delivery service), registered post acknowledgement due, or by verifiable facsimile transmission, addressed to the Parties at their respective address set forth below, or at such other address as either Party may from time-to-time specify to the other:

i. For Government of Maharashtra

Address:

Contact Number:

Email Address:

ii. For Sports Authority of India:

Address:

Contact Number:

Fax:

Email Address:

Any Party may change its details for Notices hereunder by giving the other Party 7 (seven) days' prior written notice of such change.

10. SEVERABILITY: If any provision of the lease is found by any court, government authorities or administrative body of competent jurisdiction, to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of the lease and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provisions with a valid or enforceable provision, which achieves to the greatest

extent possible the economic, legal, and basic commercial objectives of the invalid or unenforceable provision.

11. ENTIRE AGREEMENT: Upon entering, the lease shall constitute the entire understanding between the Parties and, as such, may not be altered or modified or amended except by mutual written consent duly signed by both Parties. Any previous agreements or understanding between the Parties on the subject matters herein, shall have no further force or effect.

12. GOVERNING LAW, JURISDICTION, AND DISPUTE RESOLUTION MECHANISM

i. The lease shall be governed by and construed in accordance with the substantive laws of India. Subject to Clause 12 (ii), the courts of Mumbai, India shall have exclusive jurisdiction over all matters arising pursuant to the lease.

ii. If any claim, disputes or differences of any kind whatsoever shall arise between the Parties hereto in connection with or arising out of the lease including interpretation of its terms, either Party may send a written notice to the other Party. The Parties hereto shall in good faith negotiate with a view to arrive at an amicable resolution and settlement. However, if the disputes are not resolved by the discussions within a period of fifteen (15) days from the date of receipt of the notice, then such dispute shall be referred to arbitration under Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof in force;

iii. The arbitration shall be conducted before an Arbitral Tribunal comprising of a sole arbitrator to be appointed by the mutual consent of both Parties or appointed by Hon'ble High Court of Mumbai while deciding an application under Section 11 of the Act. The seat and venue of arbitration shall be at Mumbai and the language of arbitration proceedings and that of all documents and communications between the Parties shall be in English.

iv. The decision of the arbitrator shall be in writing and shall be final and binding upon the Parties.

v. Each Party shall bear its own lawyers' fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs. It is further agreed between the Parties hereto that such arbitration proceedings shall be completed within a period of eight (8) calendar months from the date of reference.

vi. SAI shall have the right to bring an action seeking injunctive or other equitable relief before the courts at Mumbai, India if it reasonably believes that damages may not be an adequate remedy for any breach by the Government of Maharashtra of the lease.

13. AMENDMENTS, MODIFICATIONS AND VARIANCE: Any amendments, modifications or variations to the lease, including any amendment, modification or variation in the roles and responsibilities of each Party, save for the rules, regulations, notifications, and any other document issued by the Parties in accordance with the terms of the lease, shall be valid only if made in writing and duly signed by both Parties.

- 14. AUTHORIZED REPRESENTATIVES:** Any action required or permitted to be taken, and any document required or permitted to be executed under the lease by the Parties may be taken or executed by the authorized representatives of each Party.
- 15. COUNTERPARTS:** The Parties may execute a maximum of two counterparts of the lease, one each for each Party and all of them shall be considered an original instrument, but all of which taken together shall constitute one and the same lease.
- 16. SURVIVAL:** The rights, obligations, roles and responsibilities of the Parties under the lease which either expressly or by their nature survive the termination of the lease, and in particular the provisions of Clauses: 4 (Indemnification), 5 (Representations and Warranties), 7 (Confidentiality), 9 (Notice) and 12 (Governing Law and Dispute Resolution) shall not be extinguished by the expiry and termination of the lease.
- 17. The MoU will be treated as part of lease. In conflict, term of MoU shall prevail.**
- 18. Lease document will have to be executed as required under statute of Maharashtra after finalization of MoU and due approval by the State Government to the MoU.**

IN WITNESS WHEREOF, THE AUTHORIZED REPRESENTATIVE OF BOTH THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF UNDERSTANDING ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE MENTIONED.

Signed, sealed and delivered by:

Government of Maharashtra
Through Authorized Representative

Sports Authority of India
Through Authorized Representative
Sports Authority of India,